APPENDIX C

INTELLECTUAL PROPERTY RIGHTS - EELGA OWNERSHIP

DEFINITION

In this Appendix "results" shall mean any document, item, material or other work produced for the purposes of the services or in connection with the services by (NAME OF COMPANY/ORGANISATION) or by any third party engaged by (NAME OF COMPANY/ORGANISATION) or working under (NAME OF COMPANY/ORGANISATION) direction or supervision. This shall include any idea, invention, innovation and design.

1. OWNERSHIP OF THE RESULTS

(a) Subject to any prior rights of (NAME OF COMPANY/ORGANISATION), and to the rights of third parties or of EELGA arising otherwise than under this contract, all copyright, all future rights and all rights in the nature of copyright, unregistered design rights, registered design rights, patent rights including all copyright in the typographical arrangement and all design elements resulting from the services, shall vest in and be the absolute property of EELGA.

(b) EELGA shall be entitled to use the results or any part of the results for any purpose whatsoever whether in connection with the contract or otherwise, without limitation or license and Itineris waives all moral rights relating to the results.

(c) Nothing in this contract shall in any way derogate from the rights of EELGA under any legislation relating to patents, copyrights, registered design rights or design rights.

(d) (NAME OF COMPANY/ORGANISATION) shall not be liable for the use of such drawings and reports other than for the purpose for which they were provided by Itineris.

2. USE OF OTHER COPYRIGHT MATERIAL

(a) (NAME OF COMPANY/ORGANISATION) shall be responsible for obtaining and providing written evidence to EELGA of any and all authorities from the copyright holder for any material to be included in the results of this contract for which(NAME OF

COMPANY/ORGANISATION) or EELGA are not the beneficial holders of the copyright. Negotiation of fees and royalties for use of such copyrighted material shall be arranged through EELGA's contract manager. (NAME OF COMPANY/ORGANISATION) has no direct, implied or other authority to enter into any contractual or financial arrangement on behalf of EELGA with any copyright holder.

(b) (NAME OF COMPANY/ORGANISATION) hereby warrants that the results do not violate any existing copyright. Itineris hereby agrees to indemnify EELGA from any reasonably foreseeable, fully mitigated and legally enforceable loss, injury or damage (including any legal costs, expenses, compensation claims or disbursements made by EELGA on the advice of Counsel to compromise or settle any claim) occasioned to EELGA in consequence of any breach of this warranty.

3. THIRD PARTY PATENTS

(NAME OF COMPANY/ORGANISATION) shall exercise reasonable commercial discretion in watching for patents and like rights and the publication of patent applications owned or controlled by third parties that may be relevant to the intentions of EELGA and (NAME OF COMPANY/ORGANISATION) as expressed in this contract. If at any time any relevant third party patent or patent application comes to the notice of (NAME OF COMPANY/ORGANISATION) then (NAME OF COMPANY/ORGANISATION) shall inform EELGA, and (NAME OF COMPANY/ORGANISATION) and EELGA shall jointly consider what action, if any, is to be taken having regard to the provisions of Sections 55, 56 and 57 of the 1977 Patents Act or as subsequently amended or re-enacted.

4 PATENTING OF RESULTS

(a) (NAME OF COMPANY/ORGANISATION) shall promptly inform EELGA of anything capable of being patented as a proprietary right that may arise in consequence of the results.

(b) (NAME OF COMPANY/ORGANISATION) shall if required by EELGA, but at EELGA’s expense, do all that is necessary to enable EELGA to obtain such patents or other protection for its rights as it may require.

5. COPYRIGHT AND PUBLICATION

(a) EELGA shall be the proprietor of the copyright in respect of this contract and any data relating to this copyright.

(b) EELGA reserves the right to determine whether the results of the services shall be published and, if so, on what conditions.

(c) (NAME OF COMPANY/ORGANISATION) shall provide any reports suitable for publication as described in Condition 7 of the conditions of contract.

(d) All reports prepared for publication under the contract shall carry the disclaimer and copyright statement below.

The disclaimer shall be: "The authors of this report are employed by (NAME OF COMPANY/ORGANISATION). The work reported herein was carried out under a contract placed XXDATEXX by EELGA. Any views expressed are not necessarily those of EELGA." The copyright statement to be included on all copyright items intended for reproduction including final reports shall be: "© Copyright DATE" (year of first publication)."

6. LICENSING OF THE RESULTS

(a) (NAME OF COMPANY/ORGANISATION) shall be entitled to apply for a non-transferable non-exclusive license in respect of information owned or controlled by EELGA as may be necessary to enable(NAME OF COMPANY/ORGANISATION) to use and exercise and to manufacture and sell articles embodying the results on fair and reasonable terms to be agreed. EELGA reserves the right to decide whether such an application shall be granted.

(b) EELGA reserves the right to grant at any time to any third party a license to use and exercise and to manufacture and sell articles embodying any of the results.

(c) If EELGA, in exercise of EELGA's rights under condition 5(b) above grants a license to any third party on terms which are more favourable than those granted to Itineris, then Itineris shall be entitled to have Itineris' license altered to the said more favourable terms.

Signed (contract lead of company/organisation)

Position in Company and address block
Date